

## **COUNTY OF YORK SEWER EXTENSION AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of February, 2000, by and between **THE DIGGES COMPANY**, hereinafter referred to as "Owner," and the **COUNTY OF YORK, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "County."

**WHEREAS**, the Owner is the owner of the property located at 1590 Penniman Road, Williamsburg, Virginia, 23185, bearing York County Tax Parcel No. 11-103, which property is hereinafter referred to as the "Property;" and

**WHEREAS**, the Owner desires to construct a duplex grinder pump and low pressure force main system to serve the Property and connect that system into the County gravity system in accordance with the design and specifications shown on the plan entitled, "Penniman Road Commerce Park," dated June 8, 1999, revised through October 13, 1999, approved by the County on October 22, 1999, (hereinafter referred to as the "Sewer Plan").

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** That for and in consideration of the issuance of the proper permits, the covenants and agreements herein contained and other good and valuable consideration, the Owner and the County agree as follows:

1. The Owner shall pay the County a sewer tap fee for three 5/8" water meters of \$5,625.00 (\$1,875.00 each). Owner shall also pay an inspection fee of \$225.00, in addition to other fees and charges customarily levied by the County.

2. The Owner agrees that all of the terms and conditions of this Agreement shall be binding on the Owner, its assigns and successors.

3. The Owner agrees that it will, without cost to the County, and after obtaining all applicable plumbing permits and other requisite permits, commence to construct and complete to the approval of the County, a duplex grinder pump sewerage system and low pressure force main in compliance with the plans and specifications set out in the approved Sewer Plan, a copy of which plan is on file in the Department of Environmental and Development Services and incorporated herein by this reference. Such system must comply with Commonwealth of Virginia Sewage Regulations, Section 22.06 (Feb. 1977 Ed.), York County Code § 18.1-40, and the provisions of York County's Sanitary Sewer Standards and Specifications pertaining to grinder pumps.

4. The Owner agrees that no third party shall be permitted to connect to the system.

5. It is understood and agreed between the parties that the County intends to accept as part of the County system the portion of the sewer line located within the easement shown on the Sewer Plan for purposes of maintenance. The Owner agrees to donate the aforementioned easement by operation of the recordation of the subdivision plat for the Property. The Owner agrees that all material and labor costs that may be incurred by the County to repair, replace or relocate the force main located off-site will be charged to and paid by the Owner, within fifteen (15) days of billing by the County.

6. It is mutually understood and agreed that the issuance of permits for the installation and construction of the sewer system shall not be deemed to be an acceptance by the County of said sewer system or any physical improvements shown in the plans and specifications and that the Owner will be fully responsible therefor and assume all risks and liabilities therefor until such time as the system is accepted by the County.

7. It is mutually understood and agreed that if and when County gravity or vacuum sewer service is extended to, and is adjacent to the Property, the Owner, or its successors and assigns, shall disconnect and abandon the grinder pump system and connect to the extended gravity or vacuum system at no cost to the County within ninety (90) days of notification of service availability by the County, and no additional connection cost will be charged by the County.

8. It is mutually understood and agreed that where the aforementioned improvements provide for the construction of a portion of the system to be dedicated and conveyed to the County, the Owner shall:

a. Furnish the County permanent blackline, reproducible "As-Built" drawings of said system on 0.003 inch polyester film completed in a form satisfactory to the County, with certification from a professional engineer, certified land surveyor, or architect that the information thereon is true and correct to the best of its knowledge, and

b. Notify the Director of Environmental and Development Services prior to the conduct of any test or final inspection by its engineer, and in addition, the Owner through its engineers shall furnish test reports, if applicable, as to the materials installed under the terms of this Agreement, and

c. Be responsible for and bear all costs imposed upon the County by the Virginia Department of Transportation (VDOT) for inspections and/or testing of any roadway, drainageway or other facility shown on the plan and specifications.

d. Prior to commencement to the construction, obtain a "Certificate to Construct Sewer Facilities" from the Department of Environmental and Development Services and pay the County the fee of \$225.00 therefor.

9. This Agreement shall be recorded in the office of the Clerk of the Circuit Court for York County at the Owner's expense.

10. The Owner agrees that any charges for sewer service, including those imposed by this Agreement, shall constitute a lien on the property until paid in full.

Approved as to form:

\_\_\_\_\_  
County Attorney

COUNTY OF YORK, VIRGINIA

By \_\_\_\_\_  
County Administrator

THE DIGGES COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of The Digges Company, whose name is signed to the writing bearing date of the \_\_\_\_ day of February, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of such corporation.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

County of York, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that Daniel M. Stuck, County Administrator, whose name is signed to the writing bearing date of the \_\_\_\_ day of February, 2000, has acknowledged the same before me in jurisdiction aforesaid, on behalf of the County of York.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_